

**ADMINISTRATIVE SPECIFICATIONS FOR THE CONTRACTING OF THE MANUFACTURE, SUPPLY AND
INSTALLATION OF A REAL MODEL TO BE PLACED IN THE VISITOR CENTRE OF GIZAH IN EGYPT,
TO BE AWARDED BY ABBREVIATED PROCEDURE.
TSA0077201**



CONTRACTOR: Empresa de Transformación Agraria (TRAGSA)

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1. PURPOSE OF THE SPECIFICATION

The purpose of this Sheet is the contracting, by Empresa de Transformación Agraria, S.A., S.M.E., M.P. (**hereinafter Tragsa**), specified in section "0.1. Title Sheet" of the Table Of Characteristics Of Administrative Clause Specifications (**hereinafter CCP**) attached, together with the Technical Specifications/Project Specifications, govern the award of the contract, its content and effects, in accordance with the provisions of Law 9/2017 of 8 November, which transposes into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014 (**hereinafter LCSP**).

These conditions will be applicable to the entire service and will be supervised and evaluated by Tragsa technical personnel. The presentation of the proposal by the bidder will imply unconditional acceptance of all the clauses of the sheet and of the Technical Specifications Sheet, without any provision or reservation whatsoever.

The provisions regarding the division into lots of this tender are specified in section "1.1. Division into Lots" of the CCP.

2. ESSENTIAL AND SPECIAL CONDITIONS OF EXECUTION

The essential conditions of execution of this specification are considered to be those listed in section 2.0. Essential conditions of execution of the CCP.

The special conditions of execution of these specifications are those listed in section "2.1. Special conditions of execution" of the CCP.

3. BUDGET AND ESTIMATED VALUE

The determination or estimate of the base bidding budget as well as its breakdown and tables of units and prices are specified in section "3. Budget and Estimated Value" of the CCP.

Bids exceeding the base bidding budget will not be accepted.

Bids that exceed any of the unit prices included in the budget will not be accepted.

Where such a division is provided for in section "1.1. Division into lots" of the CCP, the tenderer may submit a tender for one, several or all of the lots. They may also be awarded one, several or all of the lots.

This amount/s will include the necessary accessory or complementary expenses related to the company awarded the contract for the correct execution of the object of the present tender including transport, travel expenses, allowances, insurance, taxes, customs duties and any other cost deemed necessary for the correct execution of the object of the present tender.

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In contracts in which the cost of the salaries of the persons employed for the execution of the project form part of the total price of the contract, the base budget for the tender shall indicate the estimated salary costs based on the reference labour agreement, broken down by gender and professional category. (Art. 100 of the Public Sector Contracts Act).

In the table(s) of units and prices, the amounts indicated have taken into account the requirements contemplated in Article 101 of the LCSP, and, specifically, the possible extensions and the totality of the modifications.

In the event that in section "3.1. Budget Determined or Estimated" of the CCP "option 2 Budget is Estimated" is indicated, the method for calculating the estimated value has been obtained by adding the amount of the base bidding budget:

- Amount of the extensions foreseen in the specifications that generate an increase in said budget, obtained by the formula

$$\text{Number of extensions} = (\text{Extension duration} / \text{Initial duration of the contract}) \times \text{Base Tender Budget}$$

- The modifications whose calculation is obtained from what is indicated in the corresponding section of these specifications.

4. FORM, DEADLINE FOR SUBMISSION OF PROPOSALS AND COMMUNICATIONS

The bidders must present the envelope/s indicated in section "4.1. Form of presentation and communications" of the CCP. Said envelope/s, sealed, will be addressed to the Tender Receiving Office, the address of which is specified in section "4.1. Details of the Office Receiving Bids", the front of which must include the title and reference of the bidding procedure, indicated in sections "0.1. Title Sheet" and "0.3. Reference" of the CCP, the business name of the bidder, or, in the case of natural persons, the name of the bidder, and shall contain the information required in these specifications.

Likewise, the envelope(s) may be sent by post within the deadline for submission indicated in section "4.2. Deadline for submission" of the CCP. When the documentation is sent by post, the contractor must justify the date on which it was posted at the post office and announce to the contracting body **on the same day** that the tender is sent by e-mail to the Tender Receiving Office, indicating the file reference in the subject line. However, this will only be valid if there is a record of the transmission and receipt, of their dates, of the full content of the communications and the sender and addressee are reliably identified. Without the concurrence of both requirements, the documentation will not be admitted if it is received at the Bid Receiving Office after the date and time of the end of the term indicated in the aforementioned section "4.2. Deadline for submission" of the

CCP. However, if ten days have passed since the aforementioned date without having received the documentation, it will not be admitted in any case.

The envelope(s) shall be delivered to the address of the Bid Receiving Office of the aforementioned Unit, during the hours specified in section "4.2 Deadline for submission". Office hours for physical deliveries of the CCP, concluding the presentation period on the date specified in the heading "Deadline for submitting the bid" of the aforementioned section. At the request of the bidder, the receiving office will give a receipt to the submitter, stating the name of the bidder, the name of the object of the contract, and the date and time of the submission.

Once the documentation has been delivered or sent, it may not be withdrawn, unless the withdrawal of the proposal is justified and, in any case, before the public opening ceremony, at which time no documentation presented by the bidders will be returned, whether or not they have been awarded the contract.

In order to complete the information provided in these specifications or for any clarification regarding what is indicated in these specifications, bidders may contact the person indicated in section "4.2. Deadline for submission". For clarifications, bidders may contact the CCP.

If Tragsa observes defects or omissions that can be rectified in the documentation submitted, it will notify the interested parties, granting them a period of no more than three working days for the bidders to correct or rectify them.

All the bid documentation must be in the language specified in section "4.1. Form of presentation and communications" of the CCP.

- Public opening ceremony

The public opening ceremony will be communicated to the candidates by means of the option indicated in section "4.2. Deadline for submission". Public opening ceremony' of the CCP.

- Communications and notifications

The communications and notifications made by Tragsa deriving from the award procedure will be made exclusively by electronic means. Likewise, the replies made by the suppliers to these requirements must be made by the same channel. Unless these specifications allow another form of presentation, in which case the above will apply. In this case, the contractor must indicate the contact details of the bidder, including an email address on the outside of the envelope.

The periods to be counted from the notification will be calculated from the date on which the notification is sent to the e-mail address indicated by the tenderer.

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5. MINIMUM REQUIREMENTS AND SOLVENCY (DOCUMENTATION TO BE INCLUDED IN ENVELOPE "A" / "SINGLE ENVELOPE" / "TECHNICAL PROPOSAL AND CRITERIA FOR THE ADMISSION OF TENDERERS" ENVELOPE)

The name and number of envelopes for this tender is determined in the table included in section "4.1. Form of presentation and communications" of the CCP.

If in section "5. Minimum Requirements and Solvency" of the CCP it is indicated that the presentation of solvency is not required (Simplified Abbreviated Open Procedures), the present section 5 of these specifications with all its provisions and sub-sections shall be without effect.

All the requirements requested below will be included in the declaration of compliance with the minimum requirements (Annex II), this being sufficient for the bidder's bid to be accepted, provided that all the information requested, at the levels required in these specifications, is completed, except for the requirements referring to groups of businesspeople and foreign bidders that are not included in this declaration. However, the Contracting Committee may request the presentation of documentation that accredits the veracity of this declaration if it presumes that the bid is not viable in relation to these aspects.

The declared solvency requirements shall be documented exclusively by the tenderer who has submitted the best offer.

Annex II and any other document requested by the Tragsa Group will be presented by the bidder at the Bid Receiving Office, in accordance with the formats and provisions of these specifications.

5.1. Bidder's capacity to act, professional qualification and prohibition to enter into a contract

Natural or legal persons, Spanish or foreign, who have full capacity to act, not subject to a prohibition to contract, and who are able to demonstrate their economic, financial and technical or professional solvency, may take part in the bidding procedure.

Legal persons may only be awarded contracts whose services fall within the aims, object or scope of activity which, according to their articles of association or founding rules, are specific to the same.

Entrepreneurs must also have the business or professional qualification that, where applicable, is required for the performance of the activity or service that constitutes the object of the contract and, where applicable, registration in the qualifying registers.

The bidder must present the documentation accrediting its capacity to act and the other requirements established in section "5.1. Bidder's capacity to act, professional qualification and prohibition to enter into

contract" of the CCP. At Tragsa's request, they must present the duly completed declaration of compliance with the minimum requirements for bidding (Annex II), including the solvency equivalent to classification. In the case of the simplified abbreviated procedure, it will not initially be necessary to accredit solvency, and the contractor must submit the completed Annex VI (Responsible bidder's declaration for simplified open procedure tenders).

Entrepreneurs bidding in a joint venture or grouping must declare their commitment to formally form a joint venture if they are awarded the contract, which must have its own identification number in the country.

Non-Spanish companies from Member States of the European Union must be authorised to carry out the service that is the object of the contract in accordance with the legislation of the State in which they are established. When the legislation of the State in which these companies are established requires special authorisation or membership of a certain organisation in order to be able to carry out the service in question, they must prove that they meet this requirement.

Natural or legal persons must provide proof that they are registered in the local professional, commercial or similar register, or, failing this, that they act habitually in local traffic in the field of the activities covered by the object of the contract.

Undertakings which have participated in drawing up the technical specifications or the preparatory documents for the contract may not tender for contracts where such participation may lead to restrictions on free competition or to privileged treatment in relation to the other tender undertakings.

With respect to the bidder's solvency, the sections of the responsible declaration shall be completed with regard to capacity, the bidder not being prohibited from contracting, the assignment of means, subcontracting, and the requirements relating to quality assurance and environmental management certificates, if requested, in order for the bid to be accepted, without prejudice to the possible verification of the veracity of this declaration by the Contracting Committee.

5.2. Economic and Financial Solvency

In order to be admitted to tender, the bidder must declare responsibly, by means of a Declaration signed by the legal representative of the bidding company, the provisions of section "5.2. Economic and financial solvency" of the CCP.

5.3. Technical Solvency

In order to be admitted to the bidding process, the bidder must declare responsibly, by means of a Declaration signed by the legal representative of the bidding company, the provisions of section "5.3. Technical solvency" of the CCP.

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5.4. Quality and Environmental Management

The requirements for this section are established in section "5.4. Quality and Environmental Management" of the CCP.

Prior to the award, Tragsa may, at any time during the procedure before the award, request documentation accrediting the veracity of the declaration in Annex II if it considers that the information provided is not true, unless this has been substantiated in the bid itself.

Without prejudice to the foregoing, Tragsa will require the bidder that has submitted the best bid to justify the circumstances regarding the declaration of minimum requirements within ten working days (seven working days in simplified procedures) from receipt of said requirement if this has not previously been provided. If not presented within this period, the bidder is understood to have withdrawn their bid, and is required to pay 3% of the amount stated as the Base Tender Budget (excluding VAT) as penalty, with the same requirement being made to the bidder classified in second place.

5.5. Integration of solvency with external means

The requirements for this section are set out in section "5.5. Integration of solvency with external means" of the CCP.

In the event that bidders are allowed to rely on the solvency and means of another entity to accredit their solvency, they must present, prior to the formalisation of the corresponding contract, a written commitment signed by the latter indicating that during the duration of the execution of the contract they will have said solvency and means at their disposal, and the entity to which they resort is not prohibited from contracting, within the period indicated for the presentation of the documentation accrediting their capacity. In the event that professional qualifications and experience have been required in these specifications with regard to the personnel who will carry out the work, these external resources may only be used if they are going to carry out the services that require these capacities.

In this case, the contractor must record this in the declaration of compliance with minimum requirements, undertaking to present to this effect, within the period established in the point referring to AWARDING of these specifications, the written commitment of these entities accrediting their aptitude and capacity, without prejudice to the fact that they may be requested previously if there are doubts in this respect. Likewise, an individual declaration of compliance with the minimum requirements shall be submitted by each one.

5.6. Means allocation

This section shall only be applicable in the event that the assignment of resources is requested, and is in line with the provisions of section "5.6. Means allocation" of the CCP.

The resources requested are listed and declared as own, or belonging to another entity, in Annex III, in the section on Assignment. These are not considered as Solvency requirements.

5.7. Business enabling

This section is only applicable in the event that business authorisation is requested and shall be in accordance with section "5.7. Business enabling" of the CCP, which accurately lists the authorisation or registration to be able to carry out the work and the relevant legislation. In Annex II, Part II, Section E, in the section Business enabling, it shall be stated whether or not it possesses them. They will not have the character of Solvency requirements.

6. VALUATION CRITERIA (ENVELOPES "B" AND "C" / "SINGLE" ENVELOPE)

The name and number of envelopes for this tender is determined in the table included in section "4.1. Form of presentation and communications" of the CCP.

After the opening of the bids, Tragsa will proceed to study and classify the bids submitted, taking into account the following criteria:

6.1. ENVELOPE "B": CRITERIA THAT CAN BE EVALUATED AUTOMATICALLY BY FORMULAS

In the preparation of these specifications, whenever possible, priority has been given to the use of this type of criteria, avoiding those referring to value judgements.

6.1.1. Cost-effectiveness criteria

Section "6.1. Envelope of Criteria Automatically Evaluable Criteria by Formula. 6.1.1. Cost-effectiveness criteria" of the CCP, establishes the Price and/or Life Cycle Cost criteria, the evaluation formula/s and the maximum score awarded in these specifications.

6.1.2. Qualitative criteria

Section "6.1. Envelope of Criteria Automatically Evaluable Criteria by Means of a Formula. 6.1.2. Qualitative Criteria" of the CCP, establishes the criteria of: A) Quality Criteria, B) Criteria related to personnel, C) Criteria related to marketing and D) Improvements or additional services, as well as the maximum score given in this bidding document.

The bids submitted must be accompanied by an itemised economic valuation in accordance with the model in Annex I. Bids that merely indicate a global or total valuation of the work will not be accepted as valid.

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6.2. "ENVELOPE C" CRITERIA ASSESSABLE BY MEANS OF A VALUE JUDGEMENT

The requirements for this section are established in section "6.2. Criteria Evaluable by Value Judgment" of the CCP. These criteria are understood to be proportional and linked to the object of the contract, provided that formulas cannot be used for their evaluation. The variables or parameters taken into account in the evaluation are defined, as well as the method for administering the score for each one, and the criteria used to establish this score.

In the event of a tie in the scores of several bids after the application of the criteria for awarding the contract, this will be resolved by applying the following social criteria in order, referring to the time of the end of the deadline for submitting bids:

- a) Higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, giving priority in the case of equality, to the greater number of permanent workers with disabilities in the workforce, or the greater number of workers in inclusion in the workforce.
- b) Lower percentage of temporary contracts in the workforce of each of the companies.
- c) Higher percentage of women employed in the workforce of each of the companies.
- d) The drawing of lots, in the event that the application of the above criteria has not resulted in a tie-breaker.

For this reason, the corresponding section in Annex II, Part II, Section F must be completed. If this section is not completed, the value will be taken as the legal minimum, or in its defect, a value of zero is awarded. However, in the event of a tie, it will be necessary to accredit the criterion used to break the tie before the contract is formalised.

Alternatively, Tragsa will have the power to award the contract to the proposal with the best value for money, in accordance with the established criteria, or to declare the procedure void. In any case, and regardless of the notification of the award to the successful bidder, no economic rights will be generated in favour of the latter until the corresponding contract is formalised.

7. ABNORMALLY LOW BIDS

Section "7. Abnormally Low Bids" of the CCP determines the applicable situation in the present bidding conditions with respect to the presentation of abnormally low bids.

When companies belonging to the same group, within the meaning of Article 42.1 of the Code of Commerce, have submitted bids, only the lowest bid is taken for the purpose of applying the system for identifying the bids that are presumed to be abnormal, regardless of whether they submit their bid alone or jointly with

another company or companies outside the group and with which they compete in a temporary joint venture.

If a tender is identified as disproportionate or abnormal, the tenderer who submitted it must be given a hearing in order to justify the evaluation of the tender and to specify the conditions of the tender, in particular with regard to the savings permitted by the procedure for executing the contract, the technical solutions adopted and the exceptionally favourable conditions available for executing the service. The technical advice of the relevant department will be sought in the procedure.

If the required documentation is not submitted, is incomplete or unsatisfactory, or is based on technically, legally or economically inappropriate assumptions or practices, the bidder will be excluded from the evaluation process.

8. AWARD

The Contracting Committee will qualify the proposals in descending order, raising the corresponding proposal. The best-ranked bidder must provide the Bid Receiving Office with the documentation listed in section "8. Award" of the CCP, if this has not been previously provided, within ten (seven in simplified) working days from the date of receipt of the communication of this requirement.

In accordance with the provisions of Art. 95 of Law 9/2017, of 8 November, on Public Sector Contracts, Tragsa may request clarifications from the bidder regarding the certificates or documents presented, as well as requesting additional documents.

The contracting body shall award the contract within a period not exceeding five working days following receipt of the above valid documentation.

In accordance with Art. 152 of Law 9/2017, of 8 November, on Public Sector Contracts, Tragsa may decide not to award or enter into the contract and may withdraw from the award procedure.

9. EXECUTION OF THE CONTRACT

Section "9. Execution of the Contract" of the CCP determines the situation applicable in these specifications with respect to the formalization of the contract.

A copy of the Specifications and CCP, which will be signed by the successful bidder, will form part of the document formalising the contract.

10. REVISION OF PRICES

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Section "10. Revision of Prices" of the CCP determines the situation applicable in these specifications with regard to the revision of contract prices.

11. COMPLIANCE WITH THE CONTRACT

Measures against Covid-19

The CONTRACTOR in the performance of its activity must take the protective measures that, in the opinion of Tragsa or in accordance with the legislation in force throughout the term of the contract, are necessary to safeguard its workers, its subcontractors and Tragsa's workers from the effects on their health that COVID-19 could have. Failure to do so will automatically terminate the contract due to the contractor's failure to comply, resulting in the corresponding indemnities.

In the event of any incident among its personnel or in the measures adopted, this must be reported IMMEDIATELY to Tragsa's managers so that the latter may take the appropriate measures.

The execution of the contract shall be verified at the location established in section "11.1. Execution" of the CCP.

The successful bidder expressly undertakes to comply with the requirements demanded by current legislation in relation to the object of its activity and the contract, as well as to comply with the technical, quality and quantity requirements demanded by Tragsa and specified in the contract, in accordance with the provisions of these specifications and those offered by the successful bidder. In order to accredit compliance with these obligations, Tragsa may require the successful bidder to present the documents it considers necessary for this purpose.

The successful bidder will be directly liable, in all cases, for any damages that may be caused to Tragsa or to third parties as a consequence of defects or any other shortcoming in the service provided, even when the regulations in force have been met. The successful bidder must repair or replace said defects, assuming all the costs arising from the possible actions mentioned above.

Once the execution of all the services contained in the contract has been completed, the parties will sign the **certificate of conformity**. This will be taken place within a maximum of 30 days following the provision of the service, in which Tragsa's conformity or disagreement will be recorded, and if the services performed are as established in the contract, they will be considered to have been received, and the guarantee period will commence. If the execution of the contract does not comply with the stipulated conditions, the deficiencies observed will be recorded in the acceptance report, so that they may be rectified by the contractor or the

contract may be fully executed once again, within the period determined in section "11.2. Remedies" of the CCP. Tragsa may opt to establish a new non-extendable period or to terminate the contract, in accordance with the provisions of this Folder. Once the service has been accepted by Tragsa, the warranty period will commence.

The execution of the contract will be carried out at the risk and expense of the contractor, except as established in Article 239 of the LCSP in the case of force majeure.

The successful bidder also undertakes to comply with the environmental legislation in force in the country, as well as with Tragsa's internal environmental regulations. These regulations are available on Tragsa's website.

The successful tenderer must be up to date with the payment of salaries and social security contributions of the personnel who, under their responsibility, carry out the work that is the object of the contract. In particular, they must be up to date with occupational safety payments. Likewise, they must adopt and comply with the regulations on occupational risk prevention, not only those required by the legal texts, but also those that are necessary as a consequence of the type of work to be carried out, providing their personnel with the necessary protective elements for this purpose. Tragsa will not be held liable in any way for non-compliance with these obligations by the successful bidder.

The company awarded the contract will have the technical resources necessary for the correct execution of the contract and to maintain the required level of service. The successful bidder, who holds all the rights and duties inherent to their capacity as employer, will be solely responsible for said resources. Tragsa will be completely disconnected from these labour relations, as well as any liabilities that may arise from such relations, the successful bidder expressly accepting said liabilities at their own expense.

The personnel who are to carry out the works will be linked to the successful bidder who, for all purposes, assumes the legal status of employer with respect to the same, with all the rights and obligations inherent to this status, in accordance with the legislation in force. Moreover, said personnel will be subject at all times to the instructions and orders of the successful bidder. Tragsa will in no way or under any title whatsoever hold the status of employer with respect to the workers contracted by the successful bidder, who directly or indirectly provides **services** for Tragsa. (Section 11.7. CCP personnel regulations).

The successful bidder must assume full responsibility for the organisation of its own resources and for the management and coordination of the activities concerned, exercising exclusive organisational and managerial power over the human resources that make up the work teams, for the fulfilment of the purposes with which they have been commissioned.

The contractor company must designate a technical coordinator or responsible person belonging to their own staff, whose duties will include the following:

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- To act as the contractor's interlocutor with Tragsa, channelling all information between the successful bidder and the personnel of the work team assigned to the contract, on the one hand, and Tragsa, on the other, in all matters relating to issues arising from the execution of the contract.
- To distribute the work among the personnel responsible for the execution of the contract, and to give these workers the necessary orders and work instructions in relation to the provision of the contracted service/work.
- To supervise the correct performance by the members of the work team of the functions entrusted to them, as well as to control the attendance of said staff at the work post.
- To organise the holiday regime of the personnel assigned to the execution of the contract. For this purpose the successful tenderer must coordinate with Tragsa, so as not to alter the smooth running of the service.
- To inform Tragsa of any variations, whether occasional or permanent, in the composition of the work team assigned to the execution of the contract.

The contractor is responsible for selecting the personnel who, meeting the qualification and experience requirements demanded in these specifications, will form part of the work team assigned to the execution of the contract, without prejudice to Tragsa's verification of compliance with these requirements. The successful bidder must send Tragsa a list of the personnel who will provide their services.

The contractor shall ensure that there is stability in the work team, and that any variations in its composition are specific and due to substantiated reasons, in order not to alter the proper functioning of the service, informing Tragsa at all times.

Confidentiality

This section shall only apply if so determined in section "11.3. Confidentiality" of the CCP, otherwise its entire content shall be ignored.

The successful tenderer acknowledges the confidential nature of all documentation and/or information to which it may have access as a result of the provision of the work covered by the contract, undertaking to maintain the confidentiality of all details relating to the same, and therefore not to disclose to third parties, directly or indirectly, in whole or in part, any data and/or information of which it has become aware as a result of the execution of the services covered by the contract.

Likewise, the successful bidder undertakes to adopt the necessary measures to prevent the disclosure of any information and/or document existing at Tragsa's headquarters or supplied by the latter, guaranteeing its security, and undertaking, in particular, to warn its employees of the confidential nature of the information

about which they may become aware as a result of the exercise of their functions, and of the impossibility of extracting from Tragsa's headquarters, and/or of making known to third parties, data of any nature, included in any type of support.

Likewise, the successful bidder undertakes to return to Tragsa or to destroy the confidential information at the time of expiry of the contract, without the need for any prior request. Likewise, they undertake to destroy any information that may have been generated on the basis of the object of the contract, searching for and removing any reference to this from the computers.

The successful bidder will be directly liable to Tragsa for any unlawful disclosure or use of the confidential information by persons who have had access to said information.

Warranty Period

The works delivered during the term of the contract will have a minimum guarantee for the number of years indicated in section "11.4. Warranty period" of the CCP, starting from the date of the definitive acceptance of conformity. Until the end of the warranty period, the successful bidder will be liable for the correct performance of the contracted works and for any defects in them. The fact that Tragsa's representatives may have examined or acknowledged these during their execution or accepted them in verifications, assessments, certifications or partial receptions and even in the total reception of the work, in anticipation of the possible existence of hidden faults or defects, is not considered a reason for exemption or for granting any rights whatsoever to the bidder.

If Tragsa considers, during the guarantee period, that the services executed by the successful bidder do not fully satisfy the object of the contract, as a result of the faults or defects observed and which are attributable to the successful bidder, and if there is a well-founded fear that replacement or repair will not be sufficient to achieve that end, Tragsa may, before the expiry of that period, reject the services. The successful bidder will be liable for all costs and Tragsa will be exempt from the obligation of payment, or entitled, where appropriate, to the recovery of the price paid, or the termination of the contract in accordance with the provisions of these Specifications.

Intellectual Property

This heading will only apply in the event that these rights can be derived from the result and this is determined in section "11.5. Intellectual Property" of the CCP, otherwise the transfer of ownership of these rights will be assumed.

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All industrial and intellectual property rights deriving from the execution of the services that are the object of the contract will be the sole and exclusive property of Tragsa, for which purpose the successful bidder will provide Tragsa with all the designs and detailed plans of the works carried out.

Once the works that are the object of this award have been delivered, with the necessary developments or parts thereof that may be considered independent and received to Tragsa's full satisfaction, they will become the exclusive property of Tragsa, as well as all the renounceable intellectual or industrial property rights for the maximum time that the Law recognises for the author. They may not be used by the successful bidder, except with the express prior consent of the owner for purposes other than those expressly agreed.

The partial or final results that may be commercially exploited will correspond to Tragsa, who will only hold the exclusive right of commercial exploitation, either directly or through third parties. Tragsa reserves the right to use the documents derived from the contracted work, in part or in whole, and to expand or modify them with the same contractor or whoever it deems appropriate.

Insurance

This heading shall only apply if so determined in section "11.6. Insurance" of the CCP, otherwise its entire content shall be omitted.

The contractor company will have Company or insurance brokerage certification accrediting that the company has an insurance policy in force that covers the company's liability for General Liability Insurance Policy covering the activities that are developed (Operating Liability) and work accidents that occur therein (Employer's Liability) and whose coverage, for each type of liability will be at minimum:

*In Operating liability: five hundred thousand euros for material damage per claim with a sub-limit per victim of three hundred thousand euros.

*In employer's liability: five hundred thousand euros for material and personal damages (three hundred thousand euros per victim).

Bearing in mind that:

- These entities must be authorised to operate in Spain.
- In Professional Liability - Contracts involving professionals - the limit must be at least 500,000 euros including coverage for primary property damage with a sub-limit of at least 100,000 euros.

In the event of a subrogation of personnel, the contractor will be liable for the unpaid wages of the workers affected by the subrogation, and for the labour contributions (to Social Security) accrued, even if the

contract is terminated and they are subrogated by the new contractor, without in any event corresponding to the latter. In this case, once the non-payment of wages has been accredited, the amounts owed to the contractor will be withheld to guarantee payment of the same and the definitive guarantee will not be returned, if requested, until payment of the same has been accredited.

12. WARRANTIES

In order to ensure the punctual and correct execution of the object of the contract, prior to the formalization of the contract, the successful bidder must provide TRAGSA with a definitive guarantee amounting to 5% of the award amount excluding VAT, which may be increased to 10% if the successful bidder's offer is presumed to be abnormal.

The guarantee shall be provided in accordance with the terms set out in section "12. Guarantees" of the CCP.

The definitive guarantee shall cover:

- The obligation to formalise the contract in due time
- The penalties imposed on the contractor, in accordance with the provisions of these specifications.
- The proper performance of the services, including the improvements offered by the contractor and accepted by the contracting authority, the costs of any delay in the performance of their obligations and any loss or damage caused to the contracting authority by reason of the performance of the contract or non-performance of the contract, unless the contract is terminated.
- The seizure that may be ordered in the event of termination of the contract
- The existence of short-comings or defects in the goods built or supplied or in the services rendered during the guarantee period established in the contract.

In the event that penalties or indemnities payable to the Contractor become effective on the guarantee, the Contractor must replace or extend the same by the corresponding amount in order to maintain the percentage established in these specifications, within fifteen days of the execution, otherwise the contract will be terminated.

If the contract is modified and this implies an increase in the amount, the definitive guarantee shall be readjusted, so that it is in due proportion to the modified price, within 15 days from the date on which the interested party is notified of the modification agreement. Price revisions are not considered modifications.

The definitive guarantee will be returned in accordance with the provisions of section "12.2. Return of the guarantee" of the CCP.

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13. PERFORMANCE DEADLINES

The term of the contract shall be that established in section "13.1. Validity" of the CCP, counted from the date of signing, without prejudice to any extensions that may be agreed, subject to the prior written agreement of the parties.

The obligatory nature of the extensions for the contractor is established in section "13.3. Mandatory Extensions of the Contract" of the CCP.

The execution period is established in section "13.2. Execution" of the CCP; this period is understood to have been met if the certificate of conformity (Acceptance) has been approved by Tragsa.

The possibility or not of partial deliveries and their deadlines are set out in article "13.4. Partial delivery deadlines" of the CCP.

In addition to the above deadlines, Tragsa reserves a period of time for the review of the services rendered and verification of the quality requirements established in these specifications, as set out in section "13.2. Execution" of the CCP.

Failure to comply with these deadlines will entail the imposition of the penalties described in these specifications, regardless of the fact that a period is established for rectifying the defects included in the certificate of conformity, until full approval of the service by Tragsa in accordance with the provisions of these specifications.

14. ADMINISTRATIVE PENALTIES

If the successful bidder, during the term of the contract, finds themselves, for reasons attributable to the bidder, in one of the cases indicated below, Tragsa may opt for the termination of the contract or for the imposition of the penalties established in section "14. Administrative Penalties" of the CCP.

Whenever the penalty for delay reaches 5% of the contract amount (excluding VAT), Tragsa will be empowered to terminate the contract or agree to the continuation of the execution of the contract with new penalties.

If the penalties thus defined, or the delays in execution, even if no penalties are foreseen for this event, are not sufficient to cover the damages caused to Tragsa due to the actions of the successful bidder, Tragsa will demand compensation from the successful bidder for the damages not covered.

These penalties will be immediately enforceable and will be effective against the payments of the amounts pending to be paid to the successful bidder or against the guarantee that, where applicable, has been constituted, if it is not possible to deduct it from these payments.

There are two limits; an individual limit of 10% for each individual criterion, and another limit of 50% maximum penalty for all the criteria, of the amount awarded in both cases. If these are exceeded, the contract will be automatically terminated.

15. SUBCONTRACTING

15.1. Subcontracting regime

Section "15.1. Subcontracting Regime" of the CCP determines the situation applicable in these specifications regarding subcontracting and, where applicable, the critical tasks which consequently cannot be subcontracted, as well as the penalties for infringement of the subcontracting conditions.

For the execution of subcontracts, the tenderer shall comply with the following requirements:

- They must indicate the subcontracts in their bid and in the declaration of compliance with the minimum requirements in Annex II, indicating the amount, and the name or company profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to whom they are going to entrust the work to be carried out.
- The successful bidder must notify Tragsa in writing, after the award, and at latest when the execution of the contract begins, of the intention to subcontract, indicating the part of the service to be subcontracted and the identity, contact details and legal representative/s of the subcontractor. Furthermore, they must justify, in accordance with the provisions of these specifications, the aptitude of the subcontractor to execute the part of the contract to be subcontracted, accrediting this by reference to the technical and human elements at their disposal, their experience and confirming that they are not prohibited from contracting.

Any modification to the information supplied to Tragsa during the performance of the main contract must be communicated in writing to Tragsa, and all additional information on the new subcontractors must be communicated to Tragsa.

If the subcontractor has the appropriate classification to carry out the part of the contract to be subcontracted, reliable communication of this circumstance will be sufficient to accredit the aptitude of the subcontractor.

Accreditation to subcontract may be made immediately after the conclusion of the subcontract if necessary in order to address an emergency situation, or a situation requiring urgent action, and if it is sufficiently substantiated by the prime contractor.

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- Subcontractors that fail to comply with that indicated in the main contractor's tender, because the employer is different to that named in the tender or because the subcontracted part of the main service is different to that indicated in the bid, may not be contracted until 20 days after the notification has been sent and the above justifications have been provided, unless expressly authorised by Tragsa beforehand. However, subcontracting may not be contracted if Tragsa notifies the contractor of its substantiated opposition to the subcontractor.
- Under the responsibility of the main contractor, subcontracting may be concluded without observing the above deadline if the conclusion is necessary to deal with an emergency situation or a situation that requires the adoption of urgent measures, and this is sufficiently justified by the main contractor. This regime shall also apply if the subcontractors have been identified in the tender with a description of their professional profile.
- In the case of a contract whose performance requires the processing of personal data by the contractor on behalf of the controller (TRAGSA), the contractor must indicate the name or company profile in the tender, if it intends to subcontract the servers or associated services. This is defined by reference to the conditions of professional or technical solvency of the subcontractors concerned.

Infringement of the above conditions, failure to accredit the contractor's aptitude or the circumstances that determine the emergency or that make subcontracting urgent will result in the consequences specified in section "15.1. Subcontracting Regime" of the CCP.

Subcontractors are bound only to the main contractor who shall assume full responsibility for the execution of the contract in accordance with the terms and specifications of the contract.

Notification or authorisation of the conclusion of subcontracts in accordance with the above does not alter the sole liability of the main contractor.

Under no circumstances may the main contractor enter into an agreement for the partial execution of the contract with persons disqualified from contracting in accordance with Article 71 of the LCSP.

15.2. Payments to subcontractors and suppliers

The main contractor is obliged to pay the subcontractors or suppliers the agreed price within the terms and conditions set out below.

The agreed deadlines may not be less favourable than those provided for in Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial transactions, and shall be calculated from the date on which the acceptance or verification of the goods or services by the main contractor takes place, provided that the subcontractor or supplier has delivered the invoice within the legally established deadlines.

Acceptance by the main contractor of the services or supplies provided by the subcontractors must be made within a maximum period of 30 days from delivery of the goods or provision of the services, or the reasons for non-conformity must be stated. Failure to do so implies acceptance of the services.

In the event of late payment, the subcontractor or supplier shall be entitled to late payment interest and compensation for collection costs under the terms provided for in Law 3/2004 of 29 December, which establishes measures to combat late payment in commercial transactions.

15.3. Verification of payment to subcontractors or suppliers

Tragsa will verify compliance with the above payments if this is determined in "Section 15.3. Verification of payment to subcontractors or suppliers" of the CCP. In this case, it will be considered an essential requirement of the contract and will therefore have been included in the invitation to tender. Otherwise, the provisions of this section shall not be taken into account.

In the event that verification of payment to subcontractors or suppliers is requested, the main contractor will send Tragsa, upon request, a list of the subcontractors and suppliers that participate in the contract once their participation has been agreed, together with the subcontracting or supply conditions, related to the payment for each one. Likewise, at Tragsa's request, proof of compliance with the payments made will be sent once the service has been completed within the terms established by Law 3/2004, as applicable.

16. INVOICING AND PAYMENT

With the periodicity indicated in section "16.1. Periodicity" of the CCP, an invoice will be issued by the successful bidder for the work actually carried out and accepted by Tragsa, in accordance with the provisions of these specifications. The successful bidder will issue invoices detailing the invoicing period, the corresponding items accepted by Tragsa, and the quantity and amount of each one, all on the basis of the delivery notes signed by Tragsa's managers. Said invoice(s) must comply with the legal requirements in force and must, in all cases, break down the amount corresponding to the object of the contract and the tax due, and must be sent by the successful bidder to the address indicated in section "16.2. Invoicing details" of the CCP.

The amount of the invoices will be paid by bank transfer to the account that has been accredited by the contractor for the award of the tender by means of a bank certificate, in accordance with the provisions of Article 4 of Law 3/2004, of 29 December, according to the wording introduced by Royal Decree-Law 4/2013 of 22 February on measures to support entrepreneurs and stimulate growth and job creation, and the deadlines established in the LCSP.

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The assignment of credits derived from the invoicing arising from the work carried out, by any of the methods valid in law, including factoring, is expressly prohibited unless expressly authorised by Tragsa prior to the assignment. In the event of authorisation, it will be on a credit-by-credit basis and never in full.

CONTRACTOR shall provide to TRAGSA with an irrevocable standby letter of credit Advance Payment Guarantee (the "Advance Payment Guarantee" or "APG"), in the CONTRACTOR's format. The APG shall be issued in Euros (EUR) by a financial institution rated at least "A" or the equivalent rating by an international rating agency (Standard & Poor's and/or Moody's and/or Ficht) and confirmed by a Spanish financial institution. This Guarantee shall be unconditionally payable to TRAGSA upon its first written demand.

CONTRACTOR shall take the necessary steps to extend the validity of the APG should there be an extension to the Contract as necessary in order to ensure that the APG remains effective up to the expected date of accomplishment of delivery of all Milestones as stated in PAYMENT CALENDAR.

The aforementioned will be part of the contract to be signed by both parties prior to the commencement of the works.

17. TERMINATION OF THE CONTRACT

The following shall be causes for termination of the contract:

- a) The death or supervening incapacity of the individual contractor or the extinction of the legal personality of the contracting company, without prejudice to the provisions for the succession of the contractor in Article 98 of the LCSP.
- b) The declaration of bankruptcy or the declaration of insolvency in any other proceedings.
- c) Mutual agreement between Tragsa and the contractor.
- d) Delay in meeting the deadlines set by the contractor in accordance with the provisions of these specifications.
- e) Failure to comply with the main obligation established in the contract or with the essential conditions of performance qualified as such in the specifications or in the contract.
- f) The non-payment, during the execution of the contract, of salaries by the contractor to the workers who were participating in the same, or the non-fulfilment of the conditions established in the applicable Collective Agreements in force for these workers also during the execution of the contract.
- g) Likewise, immediate cause for termination of the contract will be non-compliance by the successful tenderer of their obligations in terms of occupational health and safety for their dependent personnel, as well as a failure to adapt to the current safety regulations of the machinery and equipment involved in the performance object of the contract.

- h) Tragsa reserves the right to unilaterally terminate the contract in whole or in part, in the event of the total or partial cancellation, suspension or modification of the assignment by the entity that received the assignment, without prejudice to the settlement of the work actually carried out by the contractor in accordance with the provisions of this Folder and the contract.
- i) In the event that this is requested in section "17.1. Cause for termination of contract section i)" of the CCP, failure to provide the documentation included in Annex VIII on occupational risk prevention and Annex IX on Data Protection within 10 calendar days following the execution of the contract, without prejudice to the fact that the contract may also be terminated in the event of non-compliance with the obligations in the areas of Occupational Risk Prevention and Data Protection.
- j) Those expressly established in the contract.

When the contract is terminated on account of the contractor, the guarantee will be forfeited and the contractor must also compensate Tragsa for any damages caused in excess of the amount of the forfeited guarantee.

18. ASSIGNMENT OF THE CONTRACT

If so determined in section "18.1 Assignment of Contract" of the CCP, the rights and obligations arising from the contract may be assigned by the contractor to a third party provided that personal or technical qualities were not a determining reason for the award of the contract and the assignment does not result in an effective restriction of competition in the market. The assignment will not be authorised when it involves a substantial alteration of the contractor's characteristics if these constitute an essential element of the contract.

The requirements that must be met in order to carry out the assignment, if permitted, are:

- a) That the contracting body previously and expressly authorises the assignment, within a period of two months, after which, if there has been no authorisation, it will be understood to have been granted.
- b) The assignor must have paid at least 20% of the contract award amount. This requirement will not apply if the assignment is made while the contractor is in insolvency proceedings, even if the liquidation phase has been opened, or has informed the court responsible for declaring the insolvency proceedings that it has begun negotiations to reach a refinancing agreement or to obtain adherence to an early proposal for an agreement, under the terms provided for in insolvency legislation.
- c) That the assignee has the capacity to contract and has the solvency required depending on the execution phase of the contract, and must be suitably classified if this requirement was demanded of the assignor, and not be prohibited from contracting.
- d) The transfer must be formalised in a public deed.

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The assignee shall be subrogated to all the rights and obligations of the assignor.

In the event that the assignor is a group of entrepreneurs or a joint venture, the shares in the company may be transferred or the change of control of the company created for this purpose may be carried out, once the requirements for the transfer of the same have been met.

19. AMENDMENTS TO THE CONTRACT

The modification of the contract must be carried out in accordance with the provisions of articles 203 to 205 of subsection 4, section 3 of chapter I of Title I of the LCSP. In works contracts, the provisions of Article 242 of Section 3 of Chapter I, Title II of the LCSP will also be taken into account.

The expected modifications, where applicable, are included in section "19. Amendment and suspension of Contract" of the CCP. They will be proposed by means of a report issued by the Tragsa Directorates or Applicant Delegations on which the contract is functionally dependent. The modification must be authorized by the contracting body, and the express modification agreement between the parties must be formalized by means of an addendum to the corresponding contract with its subsequent publication in Tragsa's contracting profile.

The following increases shall not be considered as contractual modifications:

During the correct execution of the service, the number of contracted units actually carried out may vary from those foreseen in the contract, which may be included in the settlement, provided that they do not represent an increase in expenditure of more than 10% of the contract price. The above may take place without the need to process the corresponding modification file.

In the case of works, new prices may be included, fixed contradictorily by the procedures established in the LCSP and in its development regulations, provided that they do not involve an increase in the overall price of the contract or affect work units that, as a whole, exceed 3% of the original budget of the contract.

The above may take place without the need to process the corresponding modification file.

20. PERSONAL DATA AND SECURITY MEASURES

In compliance with Regulation (EU) 2016/679 (RGPD) and Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights (LOPDYGD), as well as the provisions of art. 122 para. 2 of the LCSP, Annex IX (Data Protection and Confidentiality) is incorporated into this Folder, and forms an integral part of the clauses of the contract.

In those cases in which the execution of the contract requires the transfer of data by public sector entities, TRAGSA to the contractor, the obligation of the future contractor to submit to the national and European Union regulations on data protection is established.

Likewise, and without prejudice to the provisions of art. 28.2 of EU Regulation 2016/679, if the execution of the contract requires the processing by the contractor of personal data on behalf of the data controller (TRAGSA), Annex IX states the following obligations that are classified as essential for the purposes of the provisions of letter f) of art. 211, section 1 of the LCSP:

- a) to respect the purpose for which the data will be transferred
- b) the obligation of the future contractor to submit in all cases to the national and European Union regulations on data protection, without prejudice to the provisions of art. 202. Apart 1 of the LCAP, which constitutes an essential obligation of the contractor, and which in the contract is a special condition of execution.
- c) the obligation of the company awarded the contract to present, prior to the formalisation of the contract, a responsible declaration stating where the servers are located and from where the associated services are provided, which must be in the European Union or national territory in the cases of Article 46 bis of Law 40/2015, of RJSP.
- (d) the obligation to give notification of any changes that occur during the life of the contract to the information provided in the declaration referred to in point (c) above.
- (e) the obligation of the tenderer to indicate in the tender whether they intend to subcontract servers or the associated services, on behalf of or with the company profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors who they intend to commission for the work.

The aforementioned shall be considered as a special condition for the execution of the contract to be formalized.

Likewise, in the event of processing of personal data by the future contractor on behalf of the data controller, TRAGSA, and in order to comply with the provisions of the First D.A. of Law 3/2018, the successful bidder shall apply the equivalent and/or compensatory security measures that correspond to those of the National Security Scheme, in order to prevent the loss, alteration or unauthorized access in the case of processing of personal data, adapting the criteria for determining the risk to the provisions of Article 32 of Regulation (EU) 2016/679. Compliance with the requirements demanded must be demonstrated by the successful bidder, among other means, through adherence to approved certification mechanisms, adoption of approved certifications, Audit by third parties of recognised prestige of the last two financial years in the field of data protection, compliance with international standards (ISO 27001, 27701, ENS, etc), which must be provided at the request of TRAGSA, once the contract has been awarded.

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The successful bidder will be directly liable to TRAGSA for any damage or harm caused to any affected interested party, as well as for any possible sanctions that may be caused by their non-compliance or that of their subcontractors, in the event of non-compliance with their data protection obligations and those relating to security measures and compliance with the processing of personal data. Annex VII sets out the regulation in detail.

21. PREVENTION OF CRIMINAL RISKS

The contracted party undertakes to study and accept the Tragsa Group Code of Ethics, which can be consulted on the website: <https://www.tragsa.es/es/comunicacion/noticias/Documents/2020/codigo-etico-grupotragsa-2020.pdf> and to share the basic principles contained therein, as well as the Tragsa Group's commitment to good corporate governance and transparency policies, complying with internationally accepted standards in these matters.

Likewise, the contracted party will submit to compliance with the Tragsa Group's Code of Ethics, undertaking to report any risk or non-compliance of which it becomes aware during the term of the contract.

22. ANTI-CORRUPTION CLAUSE.

The contractor undertakes and assumes in the contract that, at the date of its entry into force, neither the company awarded the contract, nor its directors, managers, employees or collaborators, itself or through a related party, will have offered, promised, delivered, authorised, requested or accepted any benefit, undue advantage, economic or otherwise, or insinuated that it would or could do so at any time in the future, or do so in the future, to an authority or public official related in any way to the contract, or have performed or will perform any other act that could imply any conduct contrary to the OECD Convention, or to the Spanish Penal Code.

23. LEGAL REGIME

The contract derived from this tender shall be subject, as far as applicable, to the provisions of Law 9/2017, of 8 November, on Public Sector Contracts, which transposes into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014 (LCSP). It will also be subject to the provisions of this Folder and the Technical Specifications and, for matters not provided for therein, will be governed, in terms of its effects and termination, by private law, except for the provisions regarding its effects and termination in Article 319 of the LCSP.

24. COMPETENT JURISDICTION

Matters relating to the preparation, awarding and contractual modifications are the competence of the contentious-administrative jurisdictional order, when the challenge of the latter is based on non-compliance with the provisions of articles 204 and 205 of the LCSP when it is understood that said modification should have been the object of a new awarding.

Disputes arising between the parties in relation to the effects and termination of the contract arising from this tender procedure, with the exception of the contractual modifications referred to in the previous paragraph, shall be subject to the jurisdiction of the civil courts, with express submission to the judges and courts of Madrid.

In Cairo on 31th of January of 2024